REMARKS

In the action of October 17, 2008, the examiner rejected claims 2 and 15 under 35 U.S.C. §112, second paragraph; rejected claims 1 and 2 under 35 U.S.C. §103 as unpatentable over Kramer *et al* in view of Parker; rejected claims 1-3, 5-8, 10, 12, 13 and 20 under 35 U.S.C. §103 as unpatentable over Green in view of Hilscher *et al* and further in view of Parker; rejected claims 22 and 23 under 35 U.S.C. §103 as unpatentable over Green in view of Hilscher *et al* in view of Parker and further in view of Wada; and rejected claims 4, 9, 11, 14, 15, 16, 18 and 19 under 35 U.S.C. §103 as unpatentable over Green in view of Valiuius and further in view of Parker.

Initially, note that claims 2 and 15 have been amended. Withdrawal of the rejection under 35 U.S.C §112 is respectfully requested.

For each of the independent claims (1, 14, 20 and 22), the examiner acknowledges that the primary references (Kramer or Green) do not teach that the appliance is a hand-held personal appliance and that the appliance is enabled for permanent subsequent use without expiration and without further compensation following the one-time payment.

Applicant respectfully traverses the examiner's rejection of the claims relative to the use of Parker as supplying the above-identified missing teaching of Kramer and Green, although applicant does acknowledge that Parker teaches a power hand-held personal care appliance.

First, the reference to Parker concerns wireless services provided to subscribers by a telecommunications provider. A handset is necessary for a subscriber to utilize the services of the wireless communications provider. The subscriber can either themselves pay for the handset or the purchase of the handset can be subsidized (col. 11, line 51). The subscriber contractually agrees to a period of use, typically one-three years. The handset provided to the subscriber will be enabled (unlocked) once the subscriber has signed a contract and typically has paid some initial amount to the telecommunications provider as well as agreeing to a monthly payment. This contracted period of use cannot logically be characterized as a "trial limited time use". It is not in fact a trial use at all, but is a regular commercial use based on a contractual

subscriber agreement. Hence, there is nothing in Parker which would lead one skilled in the art to consider Parker when the fundamental purpose of the invention concerns a limited time trial use. Parker has nothing to do with a trial use; the so-called "limited time" in Parker is at least a year and typically more. It is an actual commercial use, as opposed to a short trial use, as set forth in the claims and as clearly disclosed in the specification. Applicant herein is concerned with the problem of allowing a limited time trial use to convince the user to actually purchase the appliance. Parker is concerned with a completely different problem. Accordingly, Parker would not be consulted by one skilled in the art faced with applicant's problem. Thus, attempting to use Parker with Kramer or Green is not a proper combination under 35 U.S.C. §103 relative to applicant's claims.

Secondly, a careful review of Parker indicates that it does not in fact teach the specific limitations set forth in applicant's claims. In applicant's claims, following a period of trial use, the potential purchaser must at that point make a one-time payment. The payment occurs at the end of the trial period. The result is the permanent enabling of the device, without any further payments and without expiration. The section noted by the examiner in Parker does not teach such limitations. Rather, the handset, *i.e.* the personal care appliance, is not purchased by the user with a one-time payment at the end of the contractual period. The subscriber has been all along paying monthly usage fees for access to the telecommunication system using the handset. At the end of the subscriber period, the device is unlocked. There is no one-time payment by the user at that point for subsequent use. The device has in fact been "purchased" during the period of the subscriber's contract. The user thus in fact pays for the device or is subsidized during the subscription period; at the end of that period, the appliance is in fact paid for. This is opposite to applicant's invention, in which in an initial short period of time of use of the appliance is for trial use, and at the end of the trial, the user pays for subsequent permanent use of the appliance. The above is clarified by additional language to the claims, indicating that the payment is made at the end of the limited time trial period.

In view of the above, independent claims 1, 14, 20 and 22 are allowable over the combination of Kramer and Parker and/or Green and Parker. Since the remaining claims are dependent upon the above independent claims, those claims are also allowable.

The claims hence are now in condition for allowance, and such action on the part of the examiner is respectfully requested.

Respectfully submitted,

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